

**Exhibit 3-1**

**Class 4 Direct Ballot**

**BALLOT FOR HOLDERS OF DIRECT TALC  
PERSONAL INJURY CLAIMS IN CLASS 4**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

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(Admitted *pro hac vice*)

**ATTORNEYS FOR DEBTOR**

In re:

LTL MANAGEMENT LLC,<sup>1</sup>

Debtor.

Chapter 11

Case No.: 23-12825 (MBK)

Judge: Michael B. Kaplan

**BALLOT FOR HOLDERS OF DIRECT  
TALC PERSONAL INJURY CLAIMS IN CLASS 4 VOTING ON AMENDED  
CHAPTER 11 PLAN OF REORGANIZATION OF LTL MANAGEMENT LLC**

The above-captioned debtor (the “Debtor”) is soliciting votes from holders of Talc Personal Injury Claims on the *Amended Chapter 11 Plan of Reorganization of LTL Management LLC* [Dkt. 912] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Plan”),<sup>2</sup> which is described in greater detail in

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

that certain disclosure statement with respect to the Plan [Dkt. [●]] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Disclosure Statement”). The Plan and Disclosure Statement have been included in the package of materials containing this ballot (this “Ballot”) and can also be accessed free-of-charge at <https://dm.epiq11.com/ltl>.

On [\_\_\_\_\_, 2023], the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) entered an order (the “Solicitation Procedures Order”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “Solicitation Procedures”), as to the Debtor. The voting procedures set forth below apply to holders of Class 4 Talc Personal Injury Claims against the Debtor.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote and, if you vote, whether you vote in support of or to reject the Plan. The Plan provides for the issuance of a “Channeling Injunction” pursuant to sections 524(g) and 105(a) of the Bankruptcy Code. For a description of the causes of action to be enjoined and the identities of the entities that would be subject to these injunctions, see Section 7.10 of the Disclosure Statement and Article XI of the Plan. The Plan provides a mechanism by which Talc Personal Injury Claims against the Debtor will be channeled to a trust established pursuant to sections 524(g) and 105(a) of the Bankruptcy Code.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

This Ballot is to be used by holders of Talc Personal Injury Claims that are not Indirect Talc Personal Injury Claims (“Direct Talc Personal Injury Claims”) in Class 4. **Unless such time is extended by the Debtor or the Bankruptcy Court, this Ballot must be properly completed, signed, and returned to the address below so as to be received no later than [\_\_\_\_\_, 2023] at 4:00 p.m. (prevailing Eastern Time) (the “Voting Deadline”)** in order for the vote on this Ballot to count. To submit a Direct Ballot through the Solicitation Agent’s electronic balloting platform, the holder of a Direct Talc Personal Injury Claim must set up an account ID and password. The platform will have the electronic Direct Ballot form that may be accessed using the unique Ballot ID included in the claimant’s Solicitation Package. The claimant can submit its votes through the electronic Direct Ballot. The Solicitation Agent’s electronic balloting platform, available at <https://dm.epiq11.com/ltl>, is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will NOT be counted.

#### **DOCUMENTS INCLUDED WITH THIS BALLOT.**

You should have received the following documents with this Ballot (collectively, the “Solicitation Package”). **Please note that some of the following documents may be included on a USB flash drive included as part of your Solicitation Package.**

- a cover letter describing the contents of the Solicitation Package and the enclosed USB flash drive, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Confirmation Hearing Notice (as defined in the Solicitation Procedures);
- the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits were filed with the Bankruptcy Court before the distribution of the Solicitation Package);
- the Solicitation Procedures Order (without exhibits);
- a pre-addressed, postage prepaid return envelope for your completed Ballot;
- a letter from the Debtor recommending the acceptance of the Plan; and
- a letter from the AHC of Supporting Counsel recommending the acceptance of the Plan.

If you have questions about this Ballot, or if you did not receive a copy of the Plan or any related materials, please contact Epiq Corporate Restructuring, LLC (the “Solicitation Agent”), at **LTLVote@epiqglobal.com** or at **(888) 431-4056 (Toll-Free) or +1 (503) 822-6762 (International)**. Information may also be obtained at <https://dm.epiq11.com/ltr>.

Any admission of Claims for purposes of voting on the Plan is not an admission of liability on the part of the Debtor or any other party for payment purposes.

## **VOTING**

### **Class 4 (Direct Talc Personal Injury Claim)**

**Please read the instructions that accompany this Ballot before completing. Print clearly.**

**ITEM 1 – Claimant’s Name and Address:**

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State and ZIP Code (U.S.) \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Last Four Digits of Social Security Number \_\_\_\_\_

I/the claimant do not/does not have a Social Security Number.

Date of Birth (MMDDYYYY) for claimants that selected the box above \_\_\_\_\_

**ITEM 2 – Vote on the Plan:**

The undersigned, as holder of (or representative of a holder of) a Direct Talc Personal Injury Claim, votes (fill in ONE box only):

- to ACCEPT / in Favor of the Plan.
- to REJECT / Against the Plan.

Amount of your Claim for voting purposes only: \$1.00.

**ITEM 3 – Releases:**

The undersigned, as holder of (or representative of a holder of) a Direct Talc Personal Injury Claim, elects to:

Opt out of the releases contained in Section XI the Plan.

**ITEM 4 – Certifications, Acknowledgment, Signature and Date:**

By signing this Ballot, the signatory certifies, under penalty of perjury, pursuant to 28 U.S.C. § 1746, on information and belief, that:

- (i) I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, two letters, one from the Debtor and one from the AHC of Supporting Counsel, urging claimants to vote to ACCEPT / vote in favor of the Plan;
- (ii) I have / The claimant has a reasonable belief that I am /the claimant is the holder of a Direct Talc Personal Injury Claim in Class 4 as of the Voting Record Date;
- (iii) I have / The claimant has a diagnosis of ovarian, fallopian tube, primary peritoneal, uterine and cervical cancers (each a “Gynecologic Cancer”) or malignant mesothelioma (pleural (except well-differentiated papillary mesothelioma), peritoneal, pericardial or testicular) (“Mesothelioma”) supported by medical records or similar documentation regarding the person who has or had such disease;
- (iv) I / The claimant:
  - A. (1) have / has consistently used one or more products formulated, manufactured, distributed, and/or sold by the Debtor and/or any LTL Corporate Party (as defined in the Plan) containing talcum powder (collectively “J&J Talc Products”) in the perineal area for a minimum of four consecutive years; and (2) was newly diagnosed with a Gynecologic Cancer at least ten years following first use of J&J Talc Products; or
  - B. (1) have / has consistently used J&J Talc Products for a minimum of four consecutive years; (2) was newly diagnosed with Mesothelioma at least ten years following first use of J&J Talc Products; (3) have not / has not alleged and will not allege that exposure to asbestos or alleged asbestos contamination in any product other than one or more J&J Talc Products or other talcum powder product(s) caused or contributed to my/his/her Mesothelioma; and (4) have not / has not sought compensation for, will not seek compensation for, and have not / has not previously been compensated for alleged exposure to asbestos from any source other than through one or more J&J Talc Products or other talcum powder product(s).
- (v) I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant. If this is being submitted on behalf of the claimant, I have obtained an informed decision on such vote from the claimant.

Print or Type Name of Holder	
Signature:	
Name of Signatory (if different than Holder):	
Street Address	
City, State, Zip Code:	
Telephone Number:	
Email Address:	
Date Completed:	
<b>YOU <u>MUST</u> COMPLETE ITEM 4 IN ORDER FOR YOUR VOTE ON THE PLAN TO BE COUNTED.</b>	

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT.  
MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

**IF THIS BALLOT IS NOT RECEIVED BY THE SOLICITATION  
AGENT BY [\_\_\_\_, 2023] AT 4:00 P.M. (PREVAILING  
EASTERN TIME), YOUR VOTE MAY NOT BE COUNTED.**

## **INSTRUCTIONS FOR COMPLETING YOUR BALLOT.**

1. Ballots received after the Voting Deadline (if the Voting Deadline has not been extended) may not, at the Debtor's discretion, be counted. **The Voting Agent will tabulate all properly completed Ballots received on or before the Voting Deadline.**
2. Complete the Ballot by providing all the information requested, signing, dating, and returning the Ballot to the Voting Agent. Any Ballot that is illegible, contains insufficient information to identify the Holder, alters or does not make the required certifications or is unsigned will not be counted. Ballots may not be submitted to the Voting Agent by facsimile. If neither the "accept" nor "reject" box is checked in Item 2, both boxes are checked in Item 2, or the Ballot is otherwise not properly completed, executed, or timely returned, then the Ballot shall not be counted in determining acceptance or rejection of the Plan.
3. Claimants with Social Security Numbers must provide the last four digits of their Social Security Number in Item 1 of the Ballot. If no Social Security Number is available, claimant must provide the month, date, and year of birth.
4. You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Plan, the Ballots are not voted in the same manner, and you do not correct this before the Voting Deadline, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted.
5. The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or Interest or an assertion or admission of Claims or Interests.
6. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan.
7. If you cast more than one Ballot voting the same Claims prior to the Voting Deadline, the latest received, properly executed Ballot submitted to the Voting Agent will supersede any prior Ballot.
8. If (i) the Debtor revokes or withdraws the Plan, or (ii) the Confirmation Order is not entered or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.
9. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Debtor will not resolicit votes for acceptance or rejection of the Plan.
10. **IF THE PLAN BECOMES EFFECTIVE, AS A HOLDER OF A DIRECT TALC PERSONAL INJURY CLAIM UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN SECTION 11.3.2 OF THE PLAN, AS**

SET FORTH ABOVE. YOU MAY CHECK THE BOX IN ITEM 3 TO OPT OUT OF THE RELEASES ONLY IF YOU VOTE TO REJECT THE PLAN. IF YOU (I) VOTE TO ACCEPT THE PLAN, (II) DO NOT SUBMIT A BALLOT TO ACCEPT OR REJECT THE PLAN, OR (III) REJECT THE PLAN BUT DO NOT OPT OUT OF THE RELEASE PROVISIONS OF THE PLAN, YOU WILL BE DEEMED TO HAVE GRANTED THE RELEASES IN SECTION 11.3.2 OF THE PLAN.

a. Section 11.3.2 of the Plan contains the following release provision:

i. **Releases by Holders of Claims.**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties before and during the Chapter 11 Case to facilitate the implementation of the Talc Personal Injury Trust, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Releasing Claim Holders from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, causes of action, liens, remedies, losses, contributions, indemnities, costs, liabilities, fees (including attorneys' fees), and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtor or the Estate (including any Recovery Actions), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such holders or their estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons or parties claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the holder of any Claim or Interest or other Person, based on, arising out of, or in any way relating to, in whole or in part, the Debtor (as it existed prior to or after the Petition Date), the 2021 Corporate Restructuring, the 2021 Chapter 11 Case, the Prepetition Funding Agreement Modifications, the Estate, the Chapter 11 Case, the purchase, sale, or rescission of the purchase or sale of any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements or interactions (including the exercise of any common law or contractual rights of setoff or recoupment at any time on or prior to the Effective Date) between the

**Debtor, on the one hand, and any other Released Party, on the other hand, the restructuring of any Claim or Interest before or during the Chapter 11 Case, the Disclosure Statement, the Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, or implementation thereof, the solicitation of votes with respect to the Plan, or any other related act or omission. Notwithstanding the foregoing, claims or causes of action against a Released Party arising out of or relating to any act or omission of such Released Party prior to the Effective Date that is determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction to have constituted a criminal act, actual fraud, gross negligence, or willful misconduct, including findings after the Effective Date, are not released pursuant to this Section 11.3.2. For the avoidance of doubt, nothing contained in this Section 11.3.2 shall release or otherwise affect the obligations of any Person to be performed from and after the Effective Date under the Funding Agreement, the Support Agreement, or the Cash Contributions Parent Guarantee or any other Plan Document to which it is a party.**

11. Each holder of a Direct Talc Personal Injury Claim will have a single Claim for voting purposes, which Claim **has been allowed in the amount of \$1.00 in the aggregate per claimant for purposes of voting on the Plan** in accordance with certain tabulation rules set forth in the Solicitation Procedures approved by the Bankruptcy Court. The allowance of your Direct Talc Personal Injury Claim in the amount of \$1.00 is solely for voting purposes and does not constitute an allowance of such Claim for purposes of distribution under the Trust Distribution Procedures and is not binding on you, the Debtor, or the Talc Personal Injury Trust for any purpose other than voting on the Plan.

**PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT  
PROMPTLY BY ONLY ONE OF THE FOLLOWING RETURN METHODS:**

**IN THE ENVELOPE PROVIDED, BY FIRST CLASS MAIL, OVERNIGHT  
COURIER, HAND DELIVERY, OR E-BALLOT VOTING.**

**A. If Submitting Your Vote through the “E-Ballot” Platform:**

The Solicitation Agent will accept Ballots if properly completed through the Solicitation Agent's electronic balloting platform (such electronically completed Ballots, “E-Ballots”). To submit your Ballot via the E-Ballot platform, visit <https://dm.epiq11.com/l1l>, click on the “E-Ballot” section of the website and follow the instructions to submit your Ballot.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized electronic Ballot:

**Unique E-Ballot ID#:** [\_\_\_\_\_]

The Solicitation Agent's E-Ballot platform is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the E-Ballot platform should NOT also submit a paper Ballot. Properly submitted E-Ballots shall be deemed to contain an original signature.

If your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtor as noted above, your vote will not be counted. **If Submitting Your Vote through the Mail, Overnight Courier or via Hand Delivery:**

Submit your completed and signed Ballot by mail using the envelope included in the Solicitation Package or to:

<b>If by first class mail:</b>	<b>If by overnight courier, or hand delivery to:</b>
<p><b>LTL Management LLC</b> <b>c/o Epiq Ballot Processing Center</b> <b>P.O. Box 4422</b> <b>Beaverton, OR 97076-4422</b></p>	<p><b>LTL Management LLC</b> <b>c/o Epiq Ballot Processing</b> <b>10300 SW Allen Boulevard</b> <b>Beaverton, OR 97005</b></p>

**DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT.**  
**MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, BELIEVE YOU MAY  
HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A  
COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS,  
PLEASE CONTACT THE SOLICITATION AGENT AT:**

**TELEPHONE: (888) 431-4056 (TOLL-FREE) OR +1 (503) 822-6762  
(INTERNATIONAL)**

**EMAIL: [LTLVOTE@EPIQGLOBAL.COM](mailto:LTLVOTE@EPIQGLOBAL.COM)  
OR VISIT [HTTPS://DM.EPIQ11.COM/LTL](https://DM.EPIQ11.COM/LTL)**